

A. G. Contract No. KR98 1905TRN  
ADOT ECS File No.: JPA 98-145  
Project: HX060 01C  
Section: SR-92 @ Avenida Cochise

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF SIERRA VISTA

THIS AGREEMENT is entered into 7 January 1998, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF SIERRA VISTA, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The City is constructing a new corridor (Avenida Cochise) that will intersect SR-92. As part of the project, the City will be constructing a new traffic signal at this intersection, improving the intersection geometry, and constructing a new southbound right turn lane on SR-92. The State desires to participate in the design, construction and maintenance of the new traffic signal (only) at SR-92 (MP 322.72), at a currently estimated cost to the State of \$60,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22911  
Filed with the Secretary of State  
Date Filed: 01/07/99

Betty Bayless  
Secretary of State

By Nicky V. Haeneveld

## II. SCOPE

### 1. The City will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the signal Project. Incorporate State review comments as appropriate.

b. Call for bids and award one or more construction contracts for the signal Project. Administer same and make all payments to the contractor(s). Confer with the State on any signal Project related contract modifications, and be responsible for its proportionate share of same. Be responsible for any contractor claims for extra compensation attributable to the City.

c. Be responsible for fifty percent (50%) of the cost of the signal project construction cost, in an amount estimated at \$60,000.00.

c. Upon completion, approve and accept the signal Project on behalf of the parties hereto and provide electric energy to operate the signal.

d. Invoice the State for its fifty percent (50%) share of the cost of the signal Project, in an amount estimated at \$60,000.00.

### 2. The State will:

a. Review the signal Project design documents and provide comments.

b. Within thirty (30) days after receipt of an invoice, pay the City the State's fifty percent (50%) share for the cost of the signal Project, in an amount estimated at \$60,000.00. Be responsible for its proportionate share of any signal Project related construction contract modifications.

c. Be responsible for any contractor claims for extra compensation attributable to the State.

d. Upon completion and acceptance of the signal Project by the State, provide maintenance to the signal.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Sierra Vista  
City Manager  
1011 N. Coronado Drive  
Sierra Vista, AZ 85635

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

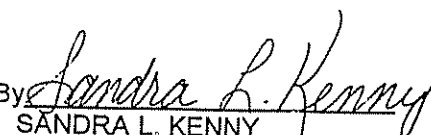
CITY OF SIERRA VISTA

STATE OF ARIZONA  
Department of Transportation

By   
RICHARD F. ARCHER  
Mayor

By   
MICHAEL P. MANTHEY  
State Traffic Engineer

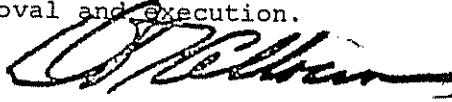
ATTEST

By   
SANDRA L. KENNY  
City Clerk

RESOLUTION

BE IT RESOLVED on this 21st day of October 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Sierra Vista for the purpose of defining responsibilities for the construction of a traffic signal at SR-92 at Avenida Cochise.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.  
Assistant State Engineer  
Engineering Technical Group  
for Mary E. Peters, Director

RESOLUTION 4103

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SIERRA VISTA, COCHISE COUNTY, ARIZONA; REAFFIRMING SETTLED POLICY; AUTHORIZING THE CITY TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT A NEW TRAFFIC SIGNAL AT STATE ROUTE 92 AND AVENIDA COCHISE AND SHARE EQUALLY ACTUAL COSTS OF THE PROJECT (APPROXIMATELY \$60,000.00 EACH); AND AUTHORIZING AND DIRECTING THE CITY MANAGER, CITY CLERK, CITY ATTORNEY OR THEIR DULY AUTHORIZED OFFICERS AND AGENTS TO TAKE ALL STEPS NECESSARY TO CARRY OUT THE PURPOSES AND INTENT OF THIS RESOLUTION.

WHEREAS, it is the settled policy of the City Council, to authorize the City staff to seek, make application for, and accept any Federal and State funding assistance for improvements to our community that are beyond the funding capacity of City revenues, when it is determined by the City Council to be in the best interests of the City; and

WHEREAS, the City and State share responsibilities of providing streets and public roadways which are safe and meet the transportation needs of the general public; and

WHEREAS, the intersection of State Route 92 and Avenida Cochise supports a high volume of vehicle traffic and is in need of a traffic signal; and

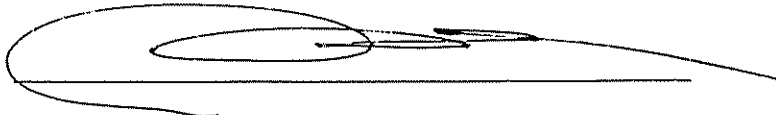
WHEREAS, it is in the mutual interest and benefit for ADOT and the City to improve the intersection at the State Route 92 Avenida Cochise junction; and

WHEREAS, both parties desire to enter into an Intergovernmental Agreement which will allow the City to construct said traffic signal and invoice ADOT for 50 percent of actual costs, approximately \$60,000.00.

APPROVAL OF THE SIERRA VISTA CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SIERRA VISTA and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 12 day of November, 1998.



City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2997

GRANT WOODS  
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR98-1905TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE December 24, 1998.

GRANT WOODS  
Attorney General

A handwritten signature in black ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/17564

Enc.